

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ARMANDO HERNANDEZ,
Plaintiff,
v.
GONZALES,
Defendant.

No. 1:20-cv-01019-SAB (PC)

ORDER DENYING PLAINTIFF’S MOTION
TO ENFORCE THE SETTLEMENT
AGREEMENT, WITHOUT PREJUDICE

(ECF No. 96)

On August 7, 2025, the instant action was terminated pursuant to the parties’ stipulation for voluntary dismissal. (ECF No. 95.)

On December 8, 2025, Plaintiff filed a notice to enforce the settlement agreement claiming that he not yet received the settlement funds. (ECF No. 96.)

On December 10, 2025, the Court directed Defendant to file a response to Plaintiff’s notice to enforce the settlement agreement. (ECF No. 97.) Defendant filed a status report on December 18, 2025. (ECF No. 98.) Therein, Defendant submits that “[t]he terms of the settlement agreement call for payment to be made by January 24, 2026, which is still more than a month away.” (*Id.* at 1.) Because the target date for payment of the settlement funds has not passed, Plaintiff’s motion to enforce the settlement agreement is premature and shall be denied, without prejudice. If Plaintiff does not receive the settlement funds by the January 24, 2026, he

1 may refile a motion to enforce the settlement agreement.

2 Based on the foregoing, it is HEREBY ORDERED that Plaintiff's motion to enforce the
3 settlement agreement filed on December 8, 2025, (ECF No. 96), is DENIED, without prejudice

4
5 IT IS SO ORDERED.

6 Dated: **December 19, 2025**

A handwritten signature in blue ink, appearing to read "Stanley A. Boone", is written over a horizontal line.

STANLEY A. BOONE
United States Magistrate Judge